IN THE COURT OF APPEALS OF IOWA

No. 8-092 / 97-0706

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IN RE THE MARRIAGE OF DOUGLAS RINEHART BRECHT AND KIMBERLY RAE BRECHT

Upon the Petition of
DOUGLAS RINEHART BRECHT,

Petitioner-Appellant,

And Concerning
KIMBERLY RAE BRECHT,

Respondent-Appellee.

FILED
MAR 27 1998
CLERK SUPREME COURT

Appeal from the Iowa District Court for Linn County, Lynne E. Brady, Judge.

Petitioner appeals a provision of the district court's dissolution decree dividing the parties' respective retirement savings accounts accumulated during the marriage.

AFFIRMED.

Frank J. Nidey of Maher & Nidey Law Firm, Cedar Rapids, for appellant.

Stephen B. Jackson and Stephen B. Jackson, Jr. of Jackson Law Office, Cedar Rapids, for appellee.

Heard by Sackett, P.J., and Vogel and Mahan, JJ.

SACKETT, P.J.

Petitioner-appellant Douglas Rinehart Brecht appeals from a decree dissolving his three-year marriage to respondent-appellee Kimberly Rae Brecht. He contends it was inequitable for the trial court to divide the separate retirement accounts equally. We affirm.

Douglas, twenty-nine at the time of marriage, and Kimberly, twenty-eight, were married in January 1994. They lived together two years and four months before separating. Both had been employed during the marriage, Kimberly as a dental hygienist and Douglas as a bioprocess technician. Each party has a retirement account. The property accumulated during the marriage, other than the retirement accounts, was divided equally by stipulation. Douglas does not challenge this division.

Douglas contends the division of the pension rights was not equitable. At the time of the dissolution, Kimberly and Douglas stipulated to the amount contributed by each to the accounts during the marriage. Douglas's accumulation was $33,224.20 and Kimberly's was $12,264.96. Douglas contends rather than dividing each account, he should have been awarded his account and Kimberly should have been awarded hers. He advances Kimberly worked at the time of the dissolution for $20 an hour and he for $17.97. Douglas argues he worked overtime and contributed fifteen percent to his retirement plan, in place at the time of marriage, counting on it being

security for retirement following a long-term marriage. He points out Kimberly's plan was totally funded by her employer and did not come into being until after the marriage, and Kimberly rarely worked overtime. Douglas contends Kimberly spent her discretionary income on trips, while part of his was spent on items considered in the property division. Kimberly contends they each agreed to use Douglas's retirement plan for their joint retirement.

Pensions are subject to division in a dissolution. *In re Marriage of Benson*, 545 N.W.2d 252, 255 (Iowa 1996). Retirement benefits are properly considered in formulating an equitable division in a dissolution. *In re Marriage of Miller*, 475 N.W.2d 675, 677 (Iowa App. 1991). The question is whether the division of the pension rights, when considered together with the property divided by stipulation, is equitable. *In re Marriage of Gonzalez*, 561 N.W.2d 94, 98 (Iowa App. 1997).

We find no inequity in the award made by the trial court. We award no appellate attorney fees.

AFFIRMED.